

without any warranties or representations of any kind. Comcast does not warrant or guarantee customer response rates or the ability to convert responses into sales. Comcast does not warrant or guarantee the profile or demographics of a respondent.

10. CONFIDENTIAL INFORMATION

Comcast and Advertiser each agree to take commercially reasonable steps to protect all "Confidential or Proprietary Information" provided by one party to the other or obtained in the performance of this Contract, and not to publish or disclose the other party's Confidential or Proprietary Information to any third party without the other's written permission. Advertiser will identify its Confidential or Proprietary Information in writing to Comcast within 14 days of disclosure. Comcast's Confidential or Proprietary Information shall include all information that Advertiser should reasonably understand because of legends or other markings, the circumstances of disclosure, or the information itself, to be proprietary and confidential to the disclosing party regardless of whether such information is marked "Confidential." Comcast and Advertiser both agree to use the Confidential and Proprietary Information solely for the purposes of performance under this Contract and shall confine the knowledge of such Confidential or Proprietary Information only to its employees, agencies and other representatives requiring such knowledge and use in the ordinary course and scope of their jobs. However, the receiving party may use or disclose information that is or becomes publicly available through no act of the receiving party, is already lawfully in its possession, is required to be disclosed by law, is independently developed by it, or is lawfully obtained from third parties. Advertiser shall not issue any press releases relating to this Contract. Comcast's rates, personally identifiable information ("PII") of Comcast's subscribers and all VOD enabled subscriber numbers or amounts, and all response rates and other patterns of customer behavior associated with interactive Ads constitute "Confidential or Proprietary Information" pursuant to this paragraph. To the extent Advertiser performance of its obligations under this Contract, Advertiser will use such information solely for purposes of responding to or fulfilling the specific customer-initiated transaction (i.e., customer request for information) through which such information was obtained. As between Comcast and the Advertiser, all PII and VOD enabled subscriber numbers, any data (including that data contained in any reports provided by Comcast) and used pursuant to an IO, or gathered or collected during delivery of an Ad that identifies or allows identification of any subscriber, or any content, context, or users of the foregoing, and any information entered or provided by users of any Covered Sites or subscribers are and shall remain the exclusive property of Comcast (and be deemed its Confidential or Proprietary Information) and Advertiser shall not acquire any right, title or interest therein. Advertiser shall not retain, use, or disclose such PII, VOD enabled subscriber numbers, data or other Confidential or Proprietary Information for any other purpose unless it receives the customer's separate prior written or electronic consent to do so. Advertiser agrees to display its privacy policy in a readily accessible and conspicuous location and to take reasonable steps to enable customers to access Advertiser's privacy policy. Advertiser agrees to comply with all applicable privacy laws.

11. GENERAL DISCLAIMERS

(a) Comcast's obligations hereunder are subject to all Laws and applicable network and carrier guidelines, now enforced or hereafter enacted. (b) This Contract, including the rights under it, may not be resold, assigned or transferred by Advertiser without first obtaining the written consent of Comcast; nor may Comcast be required to distribute the Ads hereunder for the benefit of any advertiser other than the party named on the IO. Any resale, assignment or transfer prohibited hereunder shall be null and void. Failure of Comcast or Advertiser to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any other provision. (c) Comcast shall exercise normal precautions in handling property and mail, but assumes no liability for loss or damage to Ad Materials and other property furnished by Advertiser or Ad Representative hereunder. Comcast will not accept or process mail, correspondence, or telephone calls in connection with distribution of Ads hereunder, except as expressly provided under any fulfillment services contract or attachment signed by the parties. (d) All production materials provided by Comcast and used in program and Ads are and remain the exclusive property of Comcast unless specifically noted on the IO or in a contract for production services between Comcast and Advertiser. (e) Comcast shall only recognize agency commissions that conform to industry standards and practices, and shall have no obligation to pay such commissions. (f) Audience estimates provided are prorated market-level impressions, adjusted based on each network's ad-insertable households by Syscode. Syscode level Ad-insertable Universe Estimates (AUIEs) for each network are based on quarterly Nielsen Universe Estimates, and adjusted by the percentage of total system subscribers capable of receiving advertisements. In cases where Nielsen does not provide Universe Estimates, for the ad-delivery mechanism of a Multichannel Video Programming Distributor (MVPD), publicly disclosed subscriber counts will be used. In situations where High Definition and Standard Definition programming are simulcast, no further audience adjustments are made should simultaneous HD/SD ad-insertion be unavailable for a network on a given Syscode. The information provided will be periodically updated by Comcast. For more information please contact your Advertising Sales Executive. (g) Any ratings and impressions estimates provided by Comcast are based on data provided by a third party and are for informational purposes only. Comcast specifically disclaims and makes no representations and warranties of any kind, expressed or implied regarding ratings and impressions estimates. Comcast's spot and clearance information provided during a broadcast month is preliminary, and may vary from final affidavits. Advertiser will be billed and will be required to pay for Ads based on final affidavits. (h) This Contract contains the entire agreement between the parties relating to the subject matter hereof, and no change or modification of any of its provisions shall be effective unless made in writing and signed by both parties, except that no change(s) or modification(s) can be made in any IO or advertising schedule under any circumstances. Advertiser acknowledges and agrees that any entity that distributes an Ad sold by Comcast hereunder shall be a third party beneficiary of this Contract and entitled to enforce rights granted to Comcast hereunder directly against Advertiser. (i) This Contract shall be interpreted, governed and construed in accordance with the laws of the State of New York without regard to its principles governing conflicts of law. All disputes, controversies or claims that relate in any way to this Contract, except collection proceedings brought by Comcast or a collection agency designated by Comcast related to fees owed by Advertiser to Comcast, will be resolved by arbitration in Philadelphia, PA, in accordance with the Commercial Arbitration Rules of this American Arbitration Association. The award by the arbitrators shall be final, and may be enforced in any court having jurisdiction. Further, no action, regardless of form, arising out of or relating to the transactions under this Contract, may be brought by Advertiser more than 120 days after the occurrence giving rise to such action. (j) Nothing in this Contract shall constitute a partnership or joint venture between the parties or constitute either Advertiser or Comcast as agent of the other for any purpose whatever. (k) If any provision of this Agreement is amended, invalid, illegal or unenforceable in any jurisdiction, such provision the remainder of this Agreement shall remain in full force and effect. (l) Advertiser agrees that Comcast may identify it as an advertiser of Comcast in client lists and other marketing materials.

Authorized Acceptance:

Shawn E. Friedman

Date:

7/26/16